

INDIAN INSTITUTE OF ASTROPHYSICS
KORAMANGALA, II BLOCK,
BANGALORE – 560 034

TENDER DOCUMENTS

E-mail: astron@iiap.res.in

Ph : 91-80-25530672-76

Fax : 91-80-25534043

INDIAN INSTITUTE OF ASTROPHYSICS
(Dept. of Science & Technology – Govt. of India)
Koramangala 2nd Block
Bangalore – 560 034.

SALE OF HUGE UNSERVISABLE/OBSOLETE SCRAP MATERIALS LISTED IN ANNEXURE LOT NO-1 TO LOT NO-6 BY OPEN TENDER BASIS UNDER ADVERTISEMENT NO. IIA/STO/SCRAP/KKL/23/08-09. AS PER THE FOLLOWING TERMS AND CONDITIONS:

PROGRAMME

INSPECTION OF MATERIALS: From **22-10-2008 to 05-11-2008** onwards on all working days
Between 10-00 hours and 13.00 hrs. & 13-30 hrs to 16.00 hrs.
(Except Saturday & Sunday) at Indian Institute of Astrophysics,
Kodaikanal Observatory, Kodaikanal 624 103(Tamil Nadu).

TENDER CLOSING DATE : **07-11-2008**

TIME & VENUE **14:00 hrs** at INDIAN INSTITUTE OF ASTROPHYSICS,
Koramangala, II Block, Bangalore-560034

Name & address of the Tenderer:

Offer by the Tenderer : Rs.....
: In words (Rupees.....
.....only)
Earnest Money Deposit : Rs.
(10% of Quoted value) : In words (Rupees.....
.....only)
: Demand Draft No.....dated.....
: Nationalized banks only; Name of the Bank Drawn:

Name of the Tenderer :
(In Capital letters only)

Signature of the Tenderer :

Date :

NOTE: THIS FORMAT OF OFFER SHALL BE FILLED BY THE TENDERER AND SHOULD BE SUBMITTED IN SEALED COVERS.

TERMS AND CONDITION

1. Notwithstanding anything contained in this Sale Notice of advertisement by the Institute as to description and particular of the materials sought to be sold, the sale is on “AS IS WHERE IS BASIS” only and by lot and not by Quantities unless otherwise expressed in writing by the Institute. The Indian Institute of Astrophysics do not give any assurance or guarantee that the materials to be delivered will correspond to the description contained in the sale Notice. The purchaser shall have to satisfy himself on inspection of the Lot as to what they contain and make his offer. Therefore the principal of “CAVEAT EMPTOR” (Let the buyer beware) will apply.

2. On confirmation of the sale to the successful tenderer should pay 25% of the value as Advance payment immediately with in 10 days of the receipt of Sale order (Confirmation of Sale), the last day of the Tender opening is the basis for calculating the days for purposes like payment, Lifting of Materials, charging of Interest and ground rent etc.

3. Indian Institute of Astrophysics reserves the Right at their discretion to withdraw at any stage of this sale Notice either before or after for Sale of Materials either fully or partly without assigning any reason.

4. The materials after confirmation of Sale left at Indian Institute of Astrophysics will remain at the sole risk and responsibility of the buyer. The IIA will be under no liability of the buyer. IIA will be no liability whatsoever for the safe custody, protection or preservation after sale has been confirmed.

5. Delivery of the Lots as put up for sale (subject to changes caused by natural wear and tear Exposure to atmospheric condition) will be effected by the IIA. No Complaint regarding quality or quantity or in description of the Materials sold by lots, will be entertained once the lots are sold to the tenderer.

6. CONFIRMATION OF SALE

All the Tenders are treated as confirmed Tenders immediately after the Tenderer deposits the requisite Earnest Money Deposit.

7. PAYMENT AND DELIVERY

A deposit of not less than 25% of amount of the value to be paid by the tenderer within 10 days on receipt of the Sale Order. IIA may however without assigning any reason demand payment of full value immediately.

8. TAXES & DUTIES: The successful bidder has to pay the sales tax @ 4% extra / taxes extra as applicable.

9. If the Tenderer after the receipt of the Sale Order fails to pay such amount as demanded by the IIA the EMD paid by such tenderer will be forfeited and the lot will be re-sold at the risk of such purchaser who will have no claim on any profit that might accrue in the resale but will have to reimburse IIA with the loss incurred by such resale.

10. The successful Tenderer shall pay the balance amount together with Taxes and duties as applicable at the time of taking delivery of Materials to the accepted price within Ten days (10 Calendar days from the date of sale order). The amount shall be paid by the Tenderer by Crossed Account payee Demand Draft on any nationalized Bank payable in Bangalore drawn in favour of **the Director, Indian Institute of Astrophysics**. The removal of the Materials will be permitted only after payment of full amount and production of Delivery Order obtained from IIA Bangalore. If the balance amount is not arranged within the specific period of 10 days, IIA reserves the right to permit an additional period 10 more days against specific request from Tenderer giving justifiable reasons for seeking the extension.

11. If the Tenderer fails to pay the amount in the period as specified above the EMD amount already deposited by him shall stand forfeited and the goods will be resold. If, during resale, amount realized is less than the original price amount the difference will be recovered from the defaulter who will have no claim on any profits accrued in the resale.

12. DELIVERY

The successful Tenderer shall remove all the Materials sold to him within 10 days from the date Sale Order failing which ground rent will be levied for the period after expiry of 10 Calendar days at the rate of 10% of 1% per day on the total sale value which is restricted to another 10 days only or Part thereof on the value of the uncleared portion of goods upto another 10 Calendar days computed from the day following the expiry of the said 10 Calendar days allowed freely. If the goods are not removed over after the ten Calendar days, the uncleared goods will lapse to IIA and it will have the right to dispose of such goods in any manner they like and the buyer will have no right to any compensation. The money paid by the successful Tenderer will not be refunded for uncleared goods.

13. All the payment except ground-rent should be deposited to Indian Institute of Astrophysics, Bangalore by Demand Draft favouring the Director, Indian Institute of Astrophysics, Bangalore in the manner mentioned in clause 9 above/acceptance letter.

14. Should the buyer wish to take Delivery of the Materials purchased, through a Representative, he must authorize the letter clearly by Name, by a letter of authority, with duly attested specimen signatures to the Representative. IIA, however does not undertake any responsibility to the identity of the Representative and of Wrong Delivery.

15. While taking Delivery of the Materials it will be at the discretion of the authorized Representative of company to decide the manner in which the Materials shall be removed. No segregation of the Materials will be entertained.

16. DELIVERY TIMINGS

The Delivery of the Materials can be taken by the successful Tenderer on any working days of the IIA, person for collection Materials should report well in time.

17. Form 39 will not be issued by IIA. The successful Tenderer has to bring the Form 39 along with him as the Materials are sold as "AS IS WHERE IS BASIS: at IIA Campus, Kodaikanal Observatory. If any additional Challan/Sale order copies are required to comply with Check Post requirements, the same may be arranged at his end by taking Xerox Copies.

18. The quantity indicated against the various items in the list is approximate. Any excess or shortage in the quantity will be dealt with as under.

a) If the excess quantity is marginal say within 10% the buyer will be given option at the discretion of IIA to buy the same at the same rate quoted for the respective lot after depositing the proportionate amount, provided the entire material in the lot will be completed within this 10%.

b) If the quantity is short; a proportionate amount will be refunded by IIA within a period of 10 days from the time the entire Materials are removed.

19. IIA will not be in any way responsible for failure to deliver the Materials due to caused beyond their control such as Strikes, Cessation of labours, Shortened hours of labours acts of God or any cause or contingency whatsoever. The buyer shall not be entitled to cancel the Contract and the period of delivery shall automatically be extended accordingly.

20. The successful Tenderer shall be solely responsible for the movement and proper behavior of their deputies/agents/servants while taking delivery of Materials within IIA premises.

21. ACCIDENTS ETC. TO THE TENDERER/LABOURER

The IIA will not at any time be responsible for any injuries caused due to accident within the premises or at the place of Work (Scrap Yard) and the Tenderer will make proper arrangements for Medical attention and treatment to his labourer. The tenderer will be solely responsible for any claims arising out of the employment injuries or otherwise in the course of employment under any statute. It is the responsibility of the Tenderer to provide necessary safety appliances (Like hand gloves ammunition boots, Welding Machine etc.) to the labourers who are engaged for loading of the Scrap.

22. If it is found that the tenderer is not following our terms and conditions regarding PAYMENT, DELIVERY, while removing the materials and if the Tenderer causes any damages to the property of the IIA then the loss incurred claimed by IIA is to be made good by the respective Tenderer.

23. (a) The Tenderer or their representatives/agents indulges in any misbehavior, malpractice and removal of unauthorized Materials, IIA will forfeit EMD and all other amounts. No further Materials will be released.

(b) IIA will also take other actions such as black listing the Tenderer and prohibit of such Representatives.

24. In the event of disputes or doubts of differences of opinion arising at the time of payments or while collecting the lots, the Tenderer shall agree and abide by the decision of the officers/supervisors of IIA on duty.

25. Any disputes arising out of this contract will be settled as per the Indian Laws in the courts having jurisdiction at Bangalore City.

26. IIA reserves the right either to accept or reject any Tender or to postpone or Cancel the Tender or to reject the highest offer and prefer any other offer at its full discretion without assigning any reason whatsoever which is final in the matter and binding on all parties to the Tenders.
